

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		Page 1 of 1			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SAQMPD06R1040		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/15/2006		6. REQUISITION/PURCHASE NUMBER			
7. ISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LMAQM) PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE ARLINGTON, VA UNITED STATES 22219 TEL: FAX:				CODE LMAQM19373		8. ADDRESS OFFER TO (If other than item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See header text</u> until <u>2:00 PM</u> local time <u>03/16/2006</u> (Hour) (Date)											
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Anthony McIntosh		B. TELEPHONE (NO COLLECT CALLS) NUMBER 703-875-4679		C. E-MAIL ADDRESS					
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-15, Minimum Bid Acceptance Period											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE			
AREA CODE	NUMBER									EXT.	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION							
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41. U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)						ITEM	
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

SECTION B — SUPPLIES OR SERVICES AND PRICES/COSTS**MINIMUM AND MAXIMUM CONTRACT AMOUNTS-INDEFINITE QUANTITY CONTRACT (05/95)**

(a) Per FAR 52.216-22 "INDEFINITE QUANTITY," the minimum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to the amount(s) set forth below. If this contract contains options, the minimum for each option shall apply separately and independently to that option.

Base \$5000.00

This is a (1) one year contract and there are no option years included.

(b) The maximum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to \$3,800,000.00

B.1 TYPE OF CONTRACT (05/95)

This is a Firm-Fixed Price Indefinite Delivery, and Indefinite Quantity type of contract.

B.2 TYPE OF SOLICITATION

This solicitation is a Competitive Solicitation inviting Full and Open Competition.

B.3 SCOPE

The contractor, under the direction of the Embassy's Counter-narcotics Public Information Chief shall work in Afghanistan to conduct an intensive national, branded social marketing campaign to discourage Afghans from supporting the illicit drug trade. In order to combat a national problem, the campaign shall be national in scope, and shall be made available in both Dari and Pashto languages. The overall target audience for the campaign is to be all Afghan citizens, but frequently Afghan community stakeholder groups, i.e., teachers, business people, etc., will be informed through specialized means such as meetings, assemblies, etc. The campaign shall complement and build on the alternative livelihood projects and law enforcement institution-building underway in the country so as to maximize the effectiveness of associated public information initiatives. The campaign will be overseen by INL/Kabul, who will have all final decision-making authority in conjunction with the Contracting Officer.

The campaign plan shall include message development, product distribution, management, capacity building, training and research. Implementation of the plan will be attuned to political, social and economic conditions of local communities. Further, implementation will be in concert with the Poppy Elimination Programs (PEP) in the provinces of Kandahar, Helmand, Nangarhar, Farah, Oruzgan, Balkh and Badakhshan, the United States and United Kingdom missions and relevant GOA Ministries. Moreover, the campaign will be synchronized with the five pillars of the U.S. counter-narcotics strategy as they are implemented. The five pillars include eradication, interdiction, justice reform and law enforcement, alternative livelihoods, and public information. Therefore, the contractor must be able to conduct provincial information operations in close coordination in the field with PEP and international observers, Provincial Governors' offices, local authorities and Government of Afghanistan efforts.

The plan shall build on the ongoing public information campaign and its achievements. The current campaign has accomplished a lot since its inception. There have been over 5000 radio broadcasts in two languages – Dari and Pashto – of Counter-narcotics spots on over 30 stations that have reached over 20 million people in the seven current PEP provinces: Kandahar, Nangarhar, Farah, Helmand, Badakhshan, Oruzgan and Balkh. The campaign has also engaged in wide distribution of stickers, matchbook covers and posters.

SECTION C — DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (05/95)

- (a) The Contractor shall perform this contract in accordance with its technical proposal and any revisions thereto submitted in response to Solicitation No. S-AQMPD-06-R-1040.
- (b) The Contractor's technical proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" clause in SECTION I of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's technical proposal shall follow "the specifications" in the order of precedence.

C.1 DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

A. The contractor shall design high-quality materials, in both Dari and Pashto languages, which support the counter-narcotics public information program including, but not limited to:

- (1) Radio and Television spots
- (2) Posters
- (3) Radio Dramas
- (4) Educational (Counter-narcotics-Rule of Law) Comic Books
- (5) Transit Advertising
- (6) Mobile Cinema and Mobile Theater
- (7) Calendars
- (8) Billboards

The contractor shall identify and describe the optimal distribution method to provide maximum penetration of the targeted national audience. Various methods shall be utilized.

B. The contractor shall provide the following services:

(1) Strategic Communications Consulting. In concert with the Counter-narcotics Public Information Chief and the U.S., UK and GOA, the contractor shall provide strategic communications counsel on further program design and implementation tactics for the Public Information pillar of the current U.S. counter-narcotics strategy for the U.S. Embassy and to the Presidential Palace, Ministry of Agriculture (MOA), Ministry of Rural Rehabilitation and Development (MRRD), Ministry of Interior (MOI) and Ministry of Counter-narcotics (MCN).

(2) Project Management. The contractor shall designate one person as manager of the program who will be responsible for ensuring the quality of the media prepared and the timeliness in meeting deadlines for production of the media. The manager shall be stationed in Afghanistan and must speak Dari and Pashto.

C. The contractor shall work with the Counter-narcotics Public Information Chief and Deputy Counter-narcotics Public Information Chief and conduct the campaign, including product distribution, interaction with local media and local community, monitoring and evaluation of local conditions through means that reinforce to its target audiences that this campaign is Afghan in nature. Although the

campaign shall be national in scope, the contractor shall initially concentrate efforts on the seven PEP provinces listed previously. The contractor shall ensure that product distribution, interaction with local media and the local community, the monitoring and evaluation of local conditions are executed locally and report findings to the Counter-narcotics Public Information Chief and others as directed.

The contractor shall broaden the Counter-narcotics Public Information Campaign from the seven PEP offices to a nationwide campaign. This shall include product distribution, interaction with local media and local community, monitoring and evaluation of local conditions.

D. The contractor shall provide a plan with the contract proposal for utilizing subcontractor(s) to manage the messaging campaign at the neighborhood level. The plan should include specific roles of subcontractor(s) in promoting approved messages, including a list of potential companies to carry out these duties.

5. Desired Outcomes

The goals of the project will be to develop professional communications offices, develop and help implement strategic communications plans and build communications capacity in each of the aforementioned Ministries. This will allow the Government of Afghanistan to effectively inform the people of Afghanistan on the effects of opium, on rule of law developments, on eradication and interdiction, on alternative livelihoods, moral and religious positions against narcotics, and general rural development by the end of the contract term.

6. Delivery Schedule and Samples

The contractor shall:

A. Provide a detailed schedule with pertinent milestones and delivery dates for the production and delivery of products and services by the contractor and subcontractor(s) within twenty days of award of the contract. Once approved by the Contracting Officer's Representative (COR), the schedule shall become the Approved Campaign Plan. Progress will be measured against the Approved Campaign Plan. Financial disincentives will be assessed based on failure to meet the milestones and delivery dates in the Approved Campaign Plan.

B. Develop procedures and provide samples of all required submittals to the Counter-narcotics Public Information Chief and the Counter-narcotics Task Force Director at Embassy/INL for review and approval. Samples refer to each product that's submitted for approval before they are produced for distribution. (ex: A sample radio spot will be taped for approval before it's scheduled to air).

7. Capacity Building

The contractor shall provide a technical proposal and pricing for the capacity-building requirement.

It is the express intention of this project that every possible activity is performed in cooperation with portions of the Afghan government in order to build capacity and experience. The contractor shall be required to:

- Maintain three professional communications professionals to build capacity within the MOI, MOA and MRRD. These should have experience working in Afghan communications;
- At the direction of INL/Kabul, produce all possible outputs in cooperation with communications counterparts in the aforementioned ministries, and in the MCN;
- Evaluate, develop, produce and deploy communications through seven provincial PEP missions, each with its own team of up to four communications personnel provided by MCN, to involve local stakeholder groups beginning with governors' offices and including non governmental and civil society organizations and other parts of communities;

The development of individual communications office structures/infrastructures, processes and strategy for the MOI and MCN. This must include for each office trained and skilled staff of optimally four Afghans fully knowledgeable and competent in the working details of a communications/press office.

Each Ministry's communications office shall have a developed method of coordinating assistance and sequencing with all appropriate Counter-narcotics-related Ministries, Counter-narcotics-related organizations and the Palace.

Each Ministry's communications office shall have developed the capacity and sustainability to manage its own long-term counter-narcotics public information campaign.

There must be a communications office structure/infrastructure, with processes and strategy for up to seven of the PEP Governors' Offices. This must include a trained and skilled staff of at least two Afghans fully knowledgeable and competent in the working details of a communications/press office -- capable of advertising respective provincial achievements in counter-narcotics.

Each Governor's communication office shall have a developed method of coordinating assistance and sequencing with all other Governors' Offices -- specifically the PEP Offices -- as well as the central government (i.e. The Palace, MOI and MCN).

Offerors shall submit plans for these three activities in as much detail as possible, including information on subcontractors, on testing capacity built in government, and on the anticipated state of communications personnel and equipment in each of these four ministries at the end of the project.

The contractor shall provide updates on progress in bi-weekly progress reports.

8. Desired Outcomes for Capacity Building

A. Communications Capacity Building Outcomes shall be at two levels.

(1) Outcomes for Communications Capacity Building within the MOA, MOI and MCN:

(a) The development of individual communications office

structures/infrastructures, processes and strategy for the MOA, MOI and MCN. This must include for each office trained and skilled staff of optimally four Afghans fully knowledgeable and competent in the working details of a communications/press office.

(b) Each Ministry's communications office shall have a developed method of coordinating assistance and sequencing with all appropriate Counter-narcotics-related Ministries, Counter-narcotics-related organizations and the Palace.

(c) Each Ministry's communications office shall have developed the capacity and sustainability to manage its own long-term counter-narcotics public information campaign.

(2) Outcomes for Communications Capacity Building within the seven PEP Governors' Offices:

(a) The development of a communications office structure/infrastructure, processes and strategy for up to seven of the PEP Governors' Offices. This must include a trained and skilled staff of at least two Afghans fully knowledgeable and competent in the working details of a communications/press office -- capable of advertising respective provincial achievements in counter-narcotics.

(b) Each Governor's communication office shall have a developed method of coordinating assistance and sequencing with all other Governors' Offices -- specifically the PEP Offices -- as well as the central government (i.e. The Palace, MOI and MCN).

9. Reporting Mechanisms

Progress Reports: The contractor will report to INL/Kabul, and shall be responsible for developing a series of English-language project progress reports (the structure of which will be approved by the COR) that will be used in determining the execution of this contract against the Approved Campaign Plan, and will keep INL/Kabul and INL/Washington informed of progress being made in the campaign. The contractor shall provide a sample report for COR approval within twenty days of award of the contract, and every two weeks thereafter. Reports shall include milestones, progress, issues, schedule and narrative. The contractor shall provide these bi-weekly reports to INL/Kabul and INL/Washington and schedule meetings monthly for the purpose of reviewing the status of individual facility projects. The contractor shall also provide a summary report at the end of the contract, in a format to be approved by the COR.

If it becomes necessary for the contractor and/or subcontractor(s) to travel outside Afghanistan in the performance of this contract, then for all cost-reimbursable travel, the progress reports shall provide anticipated travel dates/plans, reason for travel, number of employees required to travel and in what capacity, and an estimated cost of travel. The contractor will be bound by all Department of State travel regulations. Travel must be approved by the COR prior to undertaking any trips. A trip report must be submitted within five (5) calendar days after returning from the trip, summarizing discussions, accomplishments, issues, etc. In-country travel shall not be considered cost-reimbursable, as this is considered part of the firm, fixed price for the deliverables.

10. Performance Measurements

Overall the program aspires to a 20 percent or greater increase in public comprehension of key messages, which will address the following issues overall:

- Health affects of opium/heroin use
- Rule of law developments
- Alternative livelihoods/economic development
- Interdiction/eradication
- Cultural/religious anti-narcotics messaging

In specific the outputs of the contractor will be tested in the following three ways:

- Qualitative market testing of outputs by using a representative audience in microcosm, e.g. Test-screening ads before a live audience;
- Quantitative testing of message penetration, e.g. a public opinion poll to identify if key messages are discussed, then (in diminished importance) whether respondents associate these messages with activities from the information campaign;
- Qualitative and quantitative monitoring and evaluation of Afghan broadcast and print media coverage.

Market testing and polling will be conducted by an independent body to be identified by the USG, while media monitoring will be the responsibility of the contractor. The contractor will be obliged to ensure 80% comprehension of outputs or higher, among the target audience (e.g. literate Pashto and Dari speakers). They will aspire to provide overall a 20 percent increase in basic exposure to the issues, contrasted to a baseline survey now being undertaken.

Due to the involvement of several key stakeholders in the anti-narcotics effort, INL will periodically need to direct detailed aspects of the campaign including even creative aspects of the contractor's outputs. Virtually all outputs will be tested, but the contractor's performance will be evaluated only on those outputs predominantly designed by the contractor.

Capacity building will be tested, as described above, and offerors are invited to propose a testing procedure.

12. Financial Discentives:

Production of items: \$300 for each day delivery is not made in accordance with the deadlines and milestones provided in the approved Campaign Plan.

C.2 GENERAL INFORMATION

The Department of State (DOS) is responsible for the protection of U.S. personnel, official facilities and residences at over two hundred sixty (260) foreign service posts worldwide. DOS is involved in an ongoing effort to upgrade security at its overseas facilities in order to better protect personnel, property, and national security information. Continuing international terrorist and aggressive intelligence activities underscore the need to improve security. In pursuit of that objective DOS requires the services of personnel in the physical security, financial management and support fields specified in Sections B and C to assist in accomplishing this mission.

C.3 USER ORGANIZATION

Within the Department, the Office of International Narcotics and Law (INL) will manage and monitor the services provided under this contract. The headquarters of the International Narcotics and Law is located at U.S. Department of State, SA-4 Navy Hill, 2430 E. St., NW Washington, DC.

SECTION D — PACKAGING AND MARKING

RESERVED

SECTION E — INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE**

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.246-2	INSPECTION OF SUPPLIES —FIXED-PRICED (AUG 1996)
52.246-4	INSPECTION OF SERVICES—FIXED-PRICED (AUG 1996)

E.2 INSPECTION AND ACCEPTANCE — SERVICES (05/95)

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

SECTION F — DELIVERIES OR PERFORMANCE**F.1 CLAUSES INCORPORATED BY REFERENCE**

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.242-15	STOP-WORK ORDER (AUG 1989)

F.2 DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (DEC 1994)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

F.3 PERIOD OF PERFORMANCE (05/95)

The effective Contract Start Date is April 16, 2006 and will remain in effect through April 15, 2007.

F.4 PLACE OF PERFORMANCE (05/95)

The principal place of performance for this contract shall be:

Afghanistan

SECTION G — CONTRACT ADMINISTRATION DATA**G.1 CONTRACT ADMINISTRATION DATA (04/98)**

Contracting Officer: Benita Williams

Contract Administrator: Anthony McIntosh
Telephone Number: (703) 875-4679
Facsimile Number: (703) 875-6006
McIntoshAJ@state.gov

First Class Mailing: U.S. Department of State
Office of Acquisition Management
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22219

Courier or Hand Delivery: U.S. Department of State
Office of Acquisition Management
Room 528
1701 N. Ft. Myer Drive
Arlington, Virginia 22209
(Visitor's entrance via 17th Street)

Contracting Officer's
Representative (COR): Garace Reynard (American Embassy Kabul)

G.2 INVOICE SUBMISSION (12/97)

(a) General. The Contractor shall submit, on a monthly basis, an original and four copies of each invoice. In addition to the items necessary per FAR 52.232-25, "PROMPT PAYMENT," the invoice shall specify the current and cumulative hours and dollars by labor category and delivery/task order (if applicable). The Contractor shall also provide copies of time sheets which support the number of hours worked. An original and three copies of each invoice shall be submitted to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the invoice shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

(b) Contractor *Remittance Address*. Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

G.3 ORDERING PROCEDURES (11/96)

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer
Benita Williams

(b) Orders placed under this contract shall contain the following information:

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Security clearance level(s), applicable to the order, if any; and
- (9) Any other pertinent information.

(c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT-FURNISHED EQUIPMENT AND SPACE (ON-SITE) (05/95)

There will be no government furnished property for this requirement.

H.2 INSURANCE REQUIREMENTS (05/95)

In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that at least the kinds and minimum amounts of insurance required below have been obtained.

(a) Workers' Compensation and Employer's Liability--The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability--The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000 per occurrence.

(c) Automobile Liability--The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft Public and Passenger Liability--When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel Liability--When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.

H.3 KEY PERSONNEL (02/96)

(a) The Contractor shall assign to this contract the following key personnel:

LABOR CATEGORYNAME

Program Manager

(Names to be inserted by Offeror at time of proposal submission)

Deputy Program Manager

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.4 NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract in writing.

H.5 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL (02/96)

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.6 SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.7 SECURITY REQUIREMENTS (09/99)

There are no security requirements for this contract. The Contractor will not have access to any classified material under this contract.

H.8 TECHNICAL DIRECTION (05/95)

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical

instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction.

SECTION I — CONTRACT CLAUSES**SUBSECTION I-1 CLAUSES INCORPORATED BY REFERENCE****FAR:** www.arnet.gov/far**DOSAR:** www.statebuy.gov/home.htm**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:**

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JULY 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-14	RIGHTS IN DATA--GENERAL (JUN 1987)
52.227-14 ALT II	RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE II (JUN 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-3	CHANGES—FIXED PRICE (AUG 1987)—ALTERNATE I (APR 1984)
52.244-2	SUBCONTRACTS (AUG 1998)
52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED- PRICE) (MAY 2004)
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

II. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6) CLAUSES:

- | | |
|------------|-----------------------------------------------------------------------------|
| 652.216-70 | ORDERING--INDEFINITE-DELIVERY CONTRACT (DEC 1994) |
| 652.228-71 | WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)--
SERVICES (AUG 1999) |
| 652.229-71 | PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999) |
| 652.242-73 | AUTHORIZATION AND PERFORMANCE (AUG 1999) |
| 652.243-70 | NOTICES (AUG 1999) |

SUBSECTION I-2 CLAUSES INCORPORATED IN FULL TEXT**FAR 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award date through 120 days after contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the expiration date of the contract.

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond contract award for base year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the contract base year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:	Global Financial Operations Office of Claims Charleston Financial Service Center
Mailing Address:	P.O. Box 15008 Charleston, SC 29415-5008
Telephone Numbers:	Voice (843)202-3921 Fax (843)746-0725
Person to Contact:	Mr. Tony Teixeira
Electronic Address:	VendorClaims@state.gov

[NOTE: Vendor shall submit EFT information using the attached Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." Effective October 1, 1999, the vendor's Taxpayer Identification Number must be included on all invoices and vouchers.]

FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting

Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 14 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance of delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, either of which events the Contractor shall continue performance; *provided*, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All

directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting

Officer shall promptly countermand any action, which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2) or (3) above, advise the Contractor that additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793),

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.arnet.gov/far
 DOSAR: www.statebuy.gov/home.htm

DOSAR 652.232-72 LIMITATION OF FUNDS (AUG 1999)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated

pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until completion of contract base year..

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

DOSAR 652.237-71 IDENTIFICATION/BUILDING PASS (AUG 1999)

(a) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities. Passes will be issued by the Bureau of Diplomatic Security, Office of Procedural Security, Domestic Facilities Division. They shall be used for the purpose of contractor performance only, and shall not be used for any other purpose.

(b) The Contractor shall submit an application in the form prescribed by the COR. The Contractor shall also provide a letter on company letterhead to accompany the application containing the following information:

(1) The purpose for which the pass is being requested;

- (2) The type of access the applicant requires;
- (3) Whether or not the applicant has a valid security clearance; and,
- (4) The contract number and period of performance of the contract.
- (c) The complete package, including the COR's approval memorandum, shall be delivered to Building Pass Application Unit, Room B266, Department of State, 2201 C Street, N.W., Washington, D.C.; or the post security officer, if the contract is performed at a U.S. owned or leased building overseas. The employee(s) for whom the pass(es) is/are being requested may be required to personally submit the application and to provide evidence of identity and United States citizenship.
- (d) All contractor employees shall wear the passes in plain sight at all times while in Department of State buildings. All contractor employees shall show their passes when entering these buildings and upon request.
- (e) All passes shall be returned to the COR upon separation of the employee, or expiration or termination of the contract. Final payment under this contract shall not be made until all passes are returned to the COR.

DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR is identified in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

SECTION J — LIST OF ATTACHMENTS

R E S E R V E D

**SECTION K- REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

SUBSECTION K-1 PROVISIONS INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

SUBSECTION K-2 PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (*check applicable block*) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance
(street, address, city
state, county, zip code)

Name and address of owner
and operator of the plant
or facility if other than
offeror or respondent

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541810.

(2) The small business size standard is \$6.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:*

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;
and

- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 131148, of April 21, 2000.

- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) *Definitions.* As used in this provision:

"Foreign person" means any person other than a United States person as defined below.

"United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) *Certification.* By submitting this offer, the Offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking, or

(2) Discriminating in the award of subcontracts on the basis of religion.

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE (02/96)

(a) The Offeror certifies, to the best of its knowledge and belief, that it ☐ is, ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.

(b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed

hereunder and bearing on whether the Offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the Offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

CERTIFICATION (05/95)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

SECTION L — INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

L.1. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same name parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at

<http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.2. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003).

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Government has validated all mandatory data fields and has marked the record "Active". (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database. (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. (1) An offeror may obtain a DUNS number- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. (2) The offeror should be prepared to provide the following information: (i) Company legal business. (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized. (iii) Company Physical Street Address, City, State, and Zip Code. (iv) Company Mailing Address, City, State and Zip Code (if separate from physical). (v) Company Telephone Number. (vi) Date the company was started. (vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry). (x) Company Headquarters name and address (reporting relationship within your entity). (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation. (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a

substitute for a properly executed contractual document. (g) (1) (i) If a Contractor has legally changed its

business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name. (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract. (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract. (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

L.3. FAR 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.4. FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Offerors shall furnish Income (profit-loss) Statement that shows profitability for the past 3 years; Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

L.5. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation.

L.6. FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the U.S. Department of State, Office of Acquisition Management, P.O. Box 9115 - Rosslyn Station, Arlington, VA 22219. The hand-delivery address is U.S. Department of State, Office of Acquisition Management, Room 200, 1701 N. Ft. Myer Drive, Arlington, VA 22209 (enter building via 17th Street).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR:	www.arnet.gov/far
DOSAR:	www.statebuy.gov/home.htm

L.8. DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1689, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the

ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

- (c) Interested parties are invited to contact the contracting activity ombudsman, Mr. Corey Rindner, at (703) 516-1689, or by fax at (703) 875-6155. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-1602.

L.9. AMENDMENTS TO PROPOSAL (05/95)

Changes to the proposal by the offeror shall be shown on amended pages. Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The date of the amendment should be shown on the lower right corner of the page.

L.10. COMMUNICATION CONCERNING SOLICITATION (02/96)

Only the individual shown in Block 10 of the Standard Form 33, "Solicitation, Offer and Award," or the Contracting Officer, may be contacted regarding this solicitation. Communication concerning this solicitation with any other Government personnel, including contractor support personnel, is prohibited unless specifically authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

L.11. RESUMES (07/01)

- (a) The Offeror shall submit resumes for individuals that it reasonably expects to perform on the contract and shall notify the Contracting Officer as soon as possible if a proposed individual is no longer available.
- (b) Resumes should clearly demonstrate the degree of significant experience as it relates to the position qualifications stated in this solicitation. Significant experience is that specialized experience which includes direct involvement, was of sufficient duration to achieve a continuing expertise, and was of a level of responsibility appropriate to verify employment commitments. Resumes shall contain a signed statement that the individual grants permission for his/her resume to be submitted for consideration under Solicitation S-AQMPD-06-R-1040.
- (c) If resumes are provided for individuals not presently in your employ, your employment agreements with those individuals shall be provided with your proposal. Employment agreements must contain specific salary quotations (not salary ranges), and shall be signed within thirty days prior to the date for submission of proposals.
- (d) If final proposal revisions are requested, the Offeror shall identify any changes to personnel for whom resumes were submitted.

L.12. North American Industry Classification System (NAICS). The NAICS code for this procurement is 541810.

L.13. PROPOSAL PREPARATION INSTRUCTIONS

The Government will not pay any offeror for preparation of a proposal. This solicitation is for the performance of the services described in Section C - STATEMENT OF WORK.

Summary of instructions. Each offer must consist of the following:

A complete solicitation to include SF 33 (signed by the offeror in block 17. The offeror shall complete blocks 13 through 18 as applicable. The individual signing the offer must initial erasures or other changes. If an agent of the offeror signs the SF 33, evidence has to be submitted with the SF 33 of his/her authority, and Sections B and K filled out. Offerors are required to submit their proposals in the following volumes and format:

Offeror shall submit **Volume I in one (1) original and three (3) copies**, providing information demonstrating the offeror's ability to perform, to include;

- (1) Name of a Project Manager who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients within the past ten years demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror has all licenses and permits required by local law.
- (6) Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.
- (7) Evidence of a quality control program addressing the service to be provided
- (8) Completed Section K.

Each proposal should contain the following information in which they will be evaluated:

A. Technical Approach. Offerors shall provide clear evidence of their understanding of the requirement in sufficient detail for the Government to evaluate. This program is a key program for the U.S. Government and the Government of Afghanistan. Offerors shall include a technical plan, a quality assurance plan, a plan for incorporating subcontractor(s) and a risk management plan as part of the technical proposal. Offerors shall also include and will be evaluated on the following:

- The offeror will also provide communications strategy describing targeted stakeholder audiences, the volume outputs, their unit costs and a tentative schedule for deployment.
- The offeror shall list capacity building strategies, means of testing capacity, and the state of personnel capacity and equipment at the end of the project

B. Personnel. Resumes of key personnel shall be provided. Key personnel must have the experience and qualifications to fulfill the requirements under the proposed contract.

C. Corporate Experience. Offerors shall provide information regarding their corporate capabilities in meeting the requirements of the Statement of Work.

D. Subcontractor Plan. Subcontractor plan shall include the proposed subcontractor(s), the subcontractor(s) corporate capabilities and the subcontractor(s) past performance.

E. Past Performance. Offerors shall provide past performance references for work on similar projects. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably and shall receive a rating of "Fair" for past performance. For this procurement, a rating of "Fair" equates to meeting the government's requirement in most respects. References shall include name, address, telephone/fax numbers and email addresses.

L.14. Price Proposal

The offerors price proposal shall be submitted as **Volume II in one (1) original and one (1) copy and provide pricing data noted in the Section C of this solicitation on a diskette saved in excel.** The price proposal shall include the following:

1. Completed pages for pricing for all services per the Statement of Work. Prices should reflect each deliverable per Section C of this solicitation. However, all deliverables are unknown at this point they will be price when the requirement arises.
2. The Government reserves the right to require certified cost and pricing data.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

L.15. AREA COVERED

To receive consideration for award, all Offerors must maintain a place of business from which all services will be rendered.

L.16. CONTRACTOR ESTABLISHMENT CODE (05/95)

- (a) In the block with its name and address, the Offeror shall supply its DUN and Bradstreet number), if known. Offerors should take care to report the correct DUNS number and not a similar number assigned to the Offeror in a different system.
- (b) The DUNS number is a nine-digit code assigned to Contractor establishments that contract with the Government. The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system. The Government will obtain a DUNS for any awardee that does not have one.

SECTION M — EVALUATION FACTORS FOR AWARD

PROVISIONS INCORPORATED BY REFERENCE

FAR SOURCE

TITLE AND DATE

52.232-15

PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1. Basis for Award.

The United States Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and is the most advantageous to the Government, price and other factors considered. The evaluation factors used in this solicitation will be rated as follows. All factors are considered to have equal weight. Below are the ratings that will be assessed to each proposal:

Ratings

Superior: Substantially exceeds the Government's requirement throughout.

Excellent: Exceeds the Government's requirement throughout.

Acceptable: Meets the Government's requirement.

Fair: Meets the Government's requirement in most respects; can be made acceptable.

Poor: Does not meet the Government's requirement and will not be further considered for award.

As technical merit of offeror's proposals becomes more equal, the evaluation of cost or price may become the determining factor. The Contracting Officer will determine what trade off between technical merit and cost or price promises the greatest value to the Government.

The offeror shall itemize administrative costs against administrative inputs. The offeror will also provide communications strategy describing targeted stakeholder audiences, the volume outputs, their unit costs and a tentative schedule for deployment. The offeror shall list capacity building strategies, means of testing capacity, and the state of personnel capacity and equipment at the end of the project. The Offeror will submit a subcontractor plan that includes the subcontractor capabilities.

M.2. METHOD OF AWARD — AGGREGATE BASIS, ALL ITEMS (05/95)

The line items in SECTION B of this solicitation will be awarded on an aggregate basis for all solicitation items. Only one award will result from this solicitation. Proposals that do not offer all of the line items specified in SECTION B will not be eligible for award.

M.3. TECHNICAL EVALUATION FACTORS (05/95)

Proposals will be evaluated based on the following technical evaluation factors as illustrated in section L.13 of this solicitation.

Evaluated Factors:

- A. Technical Approach**
- B. Personnel**
- C. Corporate Experience**
- D. Subcontractor Plan**
- E. Past Performance**

M.4. EVALUATION OF PRICE

A price analysis is anticipated to be performed to include examination of all pricing data and other terms of the Request for Proposal to determine if the negotiated price is fair and reasonable. The Government's determination of price reasonableness will be based on the validation, verification, and analysis of the services that will be provided.

M.5. AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a)(3).